

**DECISION**

**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D.C. 20548

FILE: B-186213

DATE: AUG 3 1976

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MATTER OF: Richard W. Groff - Renewal agreement travel -  
Delayed execution of agreement

DIGEST: Employee who because of administrative error performs renewal agreement travel prior to execution of agreement, but signs new agreement upon return to overseas duty station, may be reimbursed for expense of round trip travel not to exceed constructive cost of travel to actual place of residence at time of appointment to overseas post and return. Requirement for execution of agreement prior to travel is for protection of Government and circumstances here indicate no detriment to Government interest.

This action is in response to a request by an authorized certifying officer of the United States Department of Agriculture for our determination of the propriety of payment of the claim of Richard W. Groff for reimbursement for the expense of renewal agreement travel performed between tours of duty at an overseas post.

The record shows that on August 5, 1972, Mr. Groff, an employee of the Forest Service, entered into a two year employment agreement incident to his transfer to a post of duty outside the conterminous United States. At the time of his transfer, Mr. Groff was a resident of Isabella, Minnesota. Mr. Groff successfully completed his initial two year agreement at Cordova, Alaska. In response to an inquiry, for plans regarding home leave, the employee advised the Supervisor, Chugach National Forest by letter received May 2, 1975, of his intent to take home leave from June 9 to July 4, 1975, prior to another overseas tour of duty. On June 12, 1975, Mr. Groff telephoned Mr. I. D. Morrison, Administrative Assistant, and furnished the information necessary to prepare an employee renewal agreement and request for travel authorization. Mr. Groff also orally requested and authorized Mr. Morrison to sign the request for him since the necessary forms were unavailable at Mr. Groff's remote location. A memorandum signed by Mr. Groff dated June 12, 1975, to the Administrative Officer confirmed the telephone call and provided written authority for Mr. Morrison to sign the travel authorization request on

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Mr. Groff's behalf. (The travel authorization request and employee renewal agreement are incorporated into the same form.)

The travel request and renewal agreement was prepared and signed by Mr. Morrison "for Richard W. Groff." The form was returned by the acting regional fiscal agent on June 18, 1975, because it was not personally signed by Mr. Groff. On the day prior to return of the request, Mr. and Mrs. Groff departed from Cordova for Cleveland, Ohio, their designated alternate location, by a combination of air, ferry, Canadian railroad, taxi and bus transportation, arriving at their destination on June 23, 1975. Their daughter travelled by air directly from Cordova to Cleveland on July 20, 1975. The employee returned to Cordova by air transportation on June 28, 1975. Mrs. Groff and their daughter returned by air on August 3, 1975.

Mr. Groff personally paid all of the transportation costs since no travel authorization had been issued authorizing use of a Government Travel Request. He executed a renewal agreement after returning to his post of duty.

The certifying officer has asked the following specific questions in view of Mr. Groff's travel prior to personally signing a renewal agreement, without having been issued a travel authorization, and by using a foreign common carrier (Canadian National Railroad):

- "1. May one employee authorize another to sign a Renewal Employment Agreement for him, obligating him to remain at a post of duty outside the Continental United States for an additional tour of duty?
- "2. In the case presented, may the employee retroactively sign a Renewal Employee Agreement obligating him to remain at a post of duty outside the Continental United States for an additional tour of duty?
- "3. May the voucher be certified as proper for payment as submitted?

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- "4. If question No. 3 is answered in the negative, then may the voucher be certified for payment after removing the expense incurred by using a foreign common carrier?
- "5. If question No. 3 and 4 are answered in the negative, then may any portion of the voucher be paid?

We will address question No. 2 first. Section 5728(a) of title 5, United States Code (1970), provides authority for round trip travel by an overseas employee for the purpose of performing home leave "under a new written agreement made before departing from the post of duty." This Office long ago recognized that the requirement for a written renewal agreement prior to departure is intended primarily for the protection of the Government. B-130258, February 14, 1957. Where the Government's interests have not been adversely affected by an employee's delayed execution of a renewal agreement, we have authorized reimbursement of the expenses of home leave travel performed prior to execution of the agreement. B-130258, *supra*; B-131459, May 6, 1957; B-147722, January 9, 1962; B-163194, February 5, 1968.

In this case, Mr. Groff's home leave was at least unofficially authorized in advance and his failure to personally execute a renewal agreement prior to departure was the result of administrative oversight, e.g., the failure to provide the appropriate form prior to his departure for leave. Furthermore, Mr. Groff both evidenced the intent to execute a renewal agreement prior to departure and personally signed an agreement upon return from home leave. In these circumstances, we can perceive no detriment to the Government's interests caused by Mr. Groff's delayed execution of his renewal agreement. Question No. 2 therefore is answered in the affirmative and Mr. Groff may be reimbursed for the expenses of home leave travel as indicated below.

In view of the foregoing response to the second question, question No. 1 need not be considered in connection with this matter.

With respect to questions Nos. 3, 4, and 5, the voucher shows that Mr. Groff is claiming \$1,553.44 for the constructive cost of direct travel by commercial air for himself and dependents from Cordova, Alaska, to Cleveland, Ohio, and return, plus 2 days per diem in the amount of \$55. Cleveland was selected by

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Mr. Groff as his alternate destination. The actual expense of round trip travel was \$1,561.82, exclusive of per diem.

The regulations pertaining to renewal agreement travel are contained in paragraph 2-1.5h of the Federal Travel Regulations (FTR) (FPMR 101-7) (May 1973). FTR para. 2-1.5h (2)(c) provides for the reimbursement to an employee of the expense of round trip travel from an overseas post of duty to an alternate destination in the United States not to exceed the constructive cost of round trip travel from the overseas duty station to the employee's actual residence at time of appointment. See also 37 Comp. Gen. 113 (1957). Since Mr. Groff's place of actual residence at time of appointment to his overseas duty post was Isabella, Minnesota, reimbursement to Mr. Groff may not exceed the constructive cost of travel by commercial air from Cordova to Isabella and return.

No deduction should be made from the payment to Mr. Groff for the cost of travel by Canadian-owned railway. The route selected was reasonable and there was no restriction placed on Mr. Groff's mode of travel.

Action on the voucher should be taken in accordance with the foregoing.

Comptroller General  
of the United States